



COUNTY OF PLACER
Community Development/Resource Agency

Michael J. Johnson, AICP
Agency Director

PLANNING

MEMORANDUM

DATE: March 10, 2009
TO: Honorable Board of Supervisors
FROM: Michael Johnson, Director of Planning
SUBJECT: TRA Environmental Sciences, Inc. and North Fork Associates contract amendment for work associated with the Placer County Conservation Plan (PCCP)

ACTION REQUESTED

The Planning Department is requesting that the Board of Supervisors approve an amendment to the TRA Environmental Sciences (previously known as Thomas Reid Associates) and to North Fork Associates contracts for the preparation of the Placer County Conservation Plan (PCCP).

BACKGROUND

The Planning Department is continuing with the preparation of the Placer County Conservation Plan for Western Placer County. The PCCP will provide regulatory coverage for the State and Federal Endangered Species Act for 50 years. The PCCP will also provide regulatory coverage for Sections 401 and 404 of the Clean Water Act for water quality and wetland permits and Section 1600 of the California Fish and Game Code for Streambed Alteration Agreements. The subject contracts are both a modification of previously approved contracts for this work program. The contract amendments are intended to provide support for the preparation of the PCCP documents.

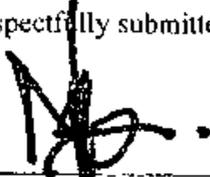
FISCAL IMPACT

The subject contract for Thomas Reid and Associates is for \$258,750 and the contract amount for North Fork Associates is \$75,000. These funds are available for the Planning Department's budget for FY 08/09.

RECOMMENDATIONS

The Planning Department recommends that County Executive Officer be authorized to sign the Contract Amendment included as Exhibit A and Exhibit B.

Respectfully submitted,



MICHAEL J. JOHNSON, AICP
Community Development Resource Agency Director

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Attachments:

Exhibit A – Scope of work for TRA Environmental Sciences, Inc.

Exhibit B – Scope of work for North Fork Associates

CC: Distributed by Planning

Michael Johnson, CDRA

BWG Members

IWG Members

Chris Beale, Resources Law Group

Tom Reid, TRA Environmental Sciences, Inc.

Jeff Glazner, North Fork Associates

ATTACHMENT A

SCOPE OF WORK FOR TRA ENVIRONMENTAL SCIENCES, INC. PLACER COUNTY CONSERVATION PLAN (EIGHTH AMENDMENT)

Thomas Reid Associates (TRA) will continue to provide conservation planning assistance to Placer County under this amendment. The following tasks will be the focus of work that will be initiated in January 2009. The primary objective of this scope of work is to complete the preparation of the Placer County Conservation Plan – Phase 1.

TASKS

1. **Representation and Coordination.** Participate in Interagency Working Group (IWG), Biological Stakeholder Working Group (BWG), and Science Advisor (SA) meetings. TRA staff shall participate, as needed, at IWG, BWG and SA meetings. TRA staff shall also participate, as needed, in meetings with County staff, outside counsel and staff from participating cities and special districts. TRA shall provide support documents and presentations, as needed.
2. **Species Information.** Review and analyze the range information for covered species within Placer County to be used in preparing the species level goals and objectives for the PCCP.

The analysis will address the following issues:

- a) Ascertain which species, if any, have such a limited occurrence in Western Placer County and the State of California that the specific areas of occurrence would need protection.
- b) Recommend priority areas for protection based on limited occurrences and species range information. Establish higher and lower priority areas for protection.
- c) Recommend amount of area to be set aside for each species based upon the level of impacts to each species from the covered activities.

The completed analysis will be used to direct the species specific goals and objectives and the results will be incorporated into the PCCP document. In addition, TRA will draft the "conservation strategy" text for each of the species to be added to the species accounts.

3. **Agency Review Draft PCCP Document.** Prepare the Second Agency Review Administrative Draft Western Placer County Conservation Plan. Both the Federal Endangered Species Act (ESA) and the California Endangered Species Act (CESA) have specific requirements pertaining to the preparation of documents that support their respective incidental take permits. The document will follow the general outline contained in the NCCP Guidelines, as modified to reflect changes to the NCCP program effective January 1, 2003. The plan will be tailored to meet the resource needs of Western Placer County and will specify a strategy for achieving the required objectives of natural community conservation and compatible land use and economic activity. Planning considerations and key plan elements will include, but not be limited to, the following:

- A) Planning Considerations

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- I. Research. The NCCP planning process will take into account, and coordinate with, ongoing scientific research that will be helpful in future management adaptations.
- II. Agricultural Land Protection. The impact of the plan on the use of existing agricultural lands and on conversion of agricultural land to non-agricultural purposes will be considered.
- III. Aquatic Ecosystem Responsibilities. California Department of Fish and Game responsibilities under Chapter 6 of Division 2 of the Fish and Game Code (1600 et. seq.) will be integrated into the planning processes along with the responsibilities of various federal agencies for regulation of waterways and wetlands.
- IV. Planning Agreement Consistency. The plan will be developed consistent with Placer County's NCCP Phase 1 Planning Agreement.

B) Key Plan Elements

- I. Scope. The plan will describe the natural communities and geographic area of the Phase 1 plan area and also identify the conservation goals for the plan area.
- II. Covered Species. The plan will identify those species to be conserved and managed within the plan area and thus authorized for taking pursuant to Section 283. It will also summarize how the ecological needs of those species are met by the plan. Relevant information from the species profiles will be integrated into the plan.
- III. Anticipated "Covered" Activities. The plan will describe the activities or categories of activities anticipated to be authorized by plan participants that could result in the taking of covered species. Activities will be described in sufficient detail to allow for the evaluation of the impacts of such activities on the ecosystems, natural communities, and species identified in the plan.
- IV. Principles of Conservation Biology. With input from the Interagency Working Group, Biological Working Group, and Science Advisors, TRA will delineate the scientifically sound principles of conservation biology used in formulating those provisions of the plan to protect, restore, or enhance the ecosystems, natural communities, and habitat types within the plan area.
- V. Conservation Strategy
 - a) Conservation Measures. Using the best available scientific information, the plan will identify those actions to be undertaken to protect, restore or enhance the habitat, natural communities, and species diversity within the plan area. These actions will include the creation and long-term management of habitat reserves and other measures that will provide equivalent conservation of covered species within the plan area. Reserves and conservation measures will:
 - Maintain the ecological integrity of large habitat blocks, ecosystem function, and biological diversity.

- Provide conservation of covered species within the plan area and linkages between them and adjacent habitat areas outside of the plan area.
 - Protect and maintain habitat areas that are large enough to support sustainable populations of covered species.
 - Incorporate a range of environmental gradients and high habitat diversity to provide for shifting species distributions due to changed circumstances.
 - Sustain the effective movement and interchange of organisms.
- b) **Compatible Uses.** The plan will identify appropriate activities, and any restrictions on activities, within the conserved areas.
- c) **Schedule.** The plan will contain a schedule for the implementation of conservation measures, including obligations of landowners and plan signatories and consequences of the failure to acquire lands in a timely manner.
- d) **Measurable Goals.** The plan will set forth objective, measurable goals to ensure that the conservation measures identified in the plan are carried out in accordance with the schedule and goals set forth in the plan.
- VI. **Reserve Map.** Prepare and analyze a visual depiction of where and how the conservation objectives can be met.
- VII. **Monitoring.** The plan will include a monitoring program consistent with Fish and Game Code section 2805 (g) that provides periodic evaluations of monitoring results and other new information to be used to:
- a) Evaluate compliance with plan implementation mechanisms;
 - b) Evaluate biological performance of the plan; and
 - c) Determine whether management objectives remain appropriate and whether new or different techniques could be utilized to better achieve management goals.
- VIII. **Adaptive Management.** The plan will provide for the implementation of an adaptive management program. This program will integrate adaptive management strategies that are periodically evaluated and modified based on the information from the monitoring program and other sources.
- IX. **Funding.** Using data from an Economic Analysis Consultant, TRA will describe the funding sources to ensure that the conservation actions identified in the plan are carried out in accordance with the schedule and goals set forth in the plan.
- X. **HCP Consistency.** In addition, TRA will make sure that the Plan includes all of the specific elements required by the U.S. Fish and Wildlife Service for a Section 10(a) (1)(B) permit including: 1) the impacts likely to result from the taking, 2) measures to minimize and mitigate such impacts, 3) funding to implement the mitigation measures, and 4) alternative actions. We would prepare the HCP/NCCP in accordance with the Federal HCP Handbook and HCP Addendum 5-point Policy Guidance.

4. **Public Review Draft PCCP.** Prepare the Public Review Administrative Draft Western Placer County Conservation Plan.
5. **Assist Economics Contractor.** TRA will continue to provide information to and review work products from the Hausrath Economics Group.
6. **Assist EIR/EIS Contractor.** TRA will provide information to and review work products from the EIR/EIS Contractor, ICF Jones & Stokes. TRA will provide GIS coverage suitable for EIR/EIS use in graphics describing the PCCP alternatives.
7. **Final PCCP.** Participate in response to public comment efforts as needed and incorporate comments as appropriate to compile a Final PCCP document.
8. **Oak Woodland Conservation Strategy.** Preparation of Oak Woodland Conservation Strategy for the Placer County Conservation Plan, Defensible Space Management Recommendations for Reserve Lands, Standards and Ordinance(s) and Oak Woodlands Management Guide

TRA will obtain the services of Dr. Richard Harris to develop a Woodland Conservation Strategy and supporting work products. Dr. Richard Harris will work under supervision of Placer County will be expected to perform the following tasks.

Task 8.1 Oak Woodland Conservation Strategy:

The consultant will provide a conservation strategy for oak woodlands located within the Phase 1 boundary of the Placer County Conservation Plan (PCCP). The conservation strategy will identify impacts to oak woodlands including direct impacts due to habitat destruction and indirect impacts associated with fragmentation, introduction of incompatible land uses and detrimental land management practices (e.g., over grazing, irrigation, etc.). The conservation strategy will be integrated into the conservation plan prepared for the PCCP by TRA Environmental.

The conservation strategy will identify appropriate mitigation and conservation measures to account for the direct and indirect losses that are predicted between 2010 and 2050 (impact projection data to be provided by Placer County and TRA Environmental). For habitat fragmentation impacts, the consultant will identify mitigation and conservation measures that account for losses associated with rural residential development (i.e., 1-10 acres/du). The conservation strategy shall distinguish between impacts to be addressed by the PCCP (landscape-level and stand-level effects) and impacts to trees. Tree impacts will be addressed by a local tree ordinance. Mitigation measures for the PCCP shall also meet the obligations of PRC 21083.4 for landscape-level and stand-level effects.

The conservation strategy will emphasize conservation and restoration over compensatory mitigation. As a part of this task, the consultant will work with Placer County and TRA Environmental to identify appropriate lands for conservation and restoration.

Task 8.2 Fire Safe Vegetation Management Recommendations:

Under direction of the Planning staff, consult with Placer County Office of Emergency Services, CAL FIRE, the Placer County Fire Warden, and others as necessary to determine concerns, constraints and opportunities associated with controlling and/or reducing fire hazards on lands acquired, restored and/or protected as a part of PCCP implementation. This task will include one or more of the following subtasks:

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- a) Review and summarize the vegetation management requirements in existing County policies and ordinances, including the existing Tree Protection Ordinances, the Placer County General Plan and Community Plans. Determine their potential effects on vegetation management practices implemented to control and/or reduce fire hazards on open space lands.
- b) Develop PCCP fire safe vegetation objectives;
- c) Prepare draft recommendations and standards for achieving fire safe vegetation objectives on PCCP reserve lands;
- d) As directed by Planning staff, circulate the draft recommendations and standards to the Firesafe Council, CAL FIRE, the Placer County Fire Warden, and others to obtain review and comments;
- e) Revise the recommendations and standards as necessary to address comments. Prepare a briefing paper outlining how comments were addressed;
- f) Incorporate the draft recommendations, standards and ordinance(s) into the PCCP conservation strategy and identify potential ongoing maintenance requirements.
- g) With the assistance of Planning staff, the Placer County Fire Warden and County Counsel, prepare the final PCCP Fire Safe Vegetation Recommendations.
- h) Prepare final recommendations and standards, incorporating recommendations and standards contained in the Placer County Local Hazard Mitigation Plan, and incorporating revisions suggested by the Board of Supervisors, where appropriate.
- i) Planning staff will present any final ordinance for adoption by the Board of Supervisors.

Task 8.3 Oak Woodlands Management Guide:

Under direction of Placer County, the consultant will update the County's Oak Woodlands Management Guide that is presently used to identify appropriate mitigation and conservation measures for projects subject to discretionary review and consequently subject to an evaluation of environmental effects pursuant to CEQA. The purpose of the update to the Guide is to insure that the PCCP conservation strategy for oak woodlands is consistently applied to discretionary projects.

- a) Revise the current draft Placer County Oak Woodlands Management Guide as necessary to address application to agricultural activities and requirements for fire hazard reduction on residential properties and open space;
- b) Consult with stakeholders and other interested parties regarding the revised guide;
- c) Prepare a document providing recommendations for management of preserved oak woodland parcels ("APPENDIX F" of draft guide);
- d) Coordinate review with Planning staff and prepare the final Oak Woodlands Management Guide for public review.

Task 8.4 Optional Tasks at the discretion of the Planning Director:

- a) Presentations to the Planning Commission and Board of Supervisors;
- b) Attend Planning Commission and Board of Supervisors' meetings on the guide, as required;
- c) Incorporate any comments or suggested revisions received at Planning Commission and Board of Supervisors' meetings and prepare the final guide;
- d) Participate in informational presentations about the Guide and its implementation with Planning staff and others on request by the Planning Department.

Task 8.5 Other Services:

- a) Consult with Planning staff and staff from other County departments regarding environmental review of projects impacting oak woodlands;
 - b) Conduct field work on request from the County;
 - c) Assist in the development of public information on Placer County's oak woodlands, their ecological characteristics and conservation and measures that may be taken to protect them in perpetuity;
 - d) Provide other services as requested by the Planning Department.
9. **Vernal Pool Restoration Strategy.** TRA will obtain the services of D. Christopher Rogers of Ecoanalysts, Inc. to assist with the development of a vernal pool restoration strategy. Mr. Rogers will work under supervision of TRA and will be expected to perform the following tasks:

Task 9.1 Conduct a literature search and contact experts to come up with a status report on vernal pool complex restoration in western Placer County.

Task 9.2 Assist with assessing the restorability of vernal pool complexes in Western Placer County. Work with TRA staff, County staff, Jeff Glazner of North Fork Associates.

Task 9.3 Assist with determining costs, risks (likelihood of success), and appropriate performance monitoring for vernal pool complex restoration.

Cost Estimate

Tasks 1 through 9: FY 08/09 \$258,750

**EIGHTH AMENDMENT TO PLANNING SERVICES AGREEMENT
PROFESSIONAL CONSULTANT SERVICES TO PROVIDE SERVICES RELATED TO THE PREPARATION
OF THE PLACER COUNTY CONSERVATION PLAN**

THIS EIGHTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this _____ day of _____, 2009, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and TRA ENVIRONMENTAL SCIENCES, hereinafter referred to as CONSULTANT.

WHEREAS, on July 24, 2000, COUNTY and CONSULTANT entered into a Contract whereby consulting services would be provided to the COUNTY; and

WHEREAS, the parties have agreed to additional services to be provided by Consultant under said contract and the compensation for those additional services.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and among the parties as follows:

1. That section 1(e) of the original Contract shall be amended to provide for the additional services and compensation as follows:

The CONSULTANT agrees to perform the additional professional services as set forth in Exhibit A attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these additional services shall not exceed \$258,750.00 as set out in Exhibit A.

2. The COUNTY agrees to pay to CONSULTANT \$1,167,691.00 as the sole compensation under the Contract and as amended by this Eighth Amendment.

EXCEPT as specifically modified above, all of the remaining terms and conditions of the said Contract shall remain and continue in full force and effect.

COUNTY OF PLACER:

By: _____
Thomas M. Miller, County Executive Officer

Date: _____

CONSULTANT:

By: Sevren Salomon
TRA Environmental Sciences

Date: 15 Jan 09

APPROVED AS TO FORM:

By: Justin King
County Counsel

Date: 1/28/09

APPROVED AS TO CONTENT:

By: _____
Michael Johnson, CDRA Director

Date: _____

ATTACHMENT B

SCOPE OF WORK FOR NORTH FORK ASSOCIATES PLACER COUNTY CONSERVATION PLAN (FOURTH AMENDMENT)

1. **Update Western Placer County Mapping.** The consultant will update the County Geographic Information System (GIS) with new data for land coverage mapping and vernal pool grassland attributes.
2. **Develop County Manual for Aquatic Resources.** The consultant will revise and complete the draft County Aquatic Resources Program (CARP) manual following elements:
 - a. Aquatic resource descriptions
 - b. Permit categories
 - c. Covered activities
 - d. Application requirements
 - e. CARP flow chart
 - f. CARP questionnaire
 - g. CARP application
 - h. Mitigation standards
 - i. Conditions of approval
 - j. Definitions

Deliverable: Draft County CARP Procedures Manual.

3. **Develop Standard Operating Procedures.**

The consultant, under the direction of Placer County will develop procedures that describe how the CARP is implemented and what activities are eligible under the permit categories. The procedures will include flow-charts and other methods for determining permit pathways and supporting technical documents will be included as appendices. The Standard Operating Procedures will be a stand-alone document that will be included as an appendix to the CARP/Programmatic General Permit (PGP) process.

Deliverable: The Standard Operating Procedures describing how the Programmatic General Permit (PGP) is implemented.

4. **Assist with Development of the County Ordinance.**

North Fork Associates will supply the biological language, mostly the result of the tasks described above. Developing the ordinance will require close cooperation between County staff, North Fork Associates, and Resources Law Group. Thomas Reid & Associates will also participate in completion of this task since the conservation element of the NCCP/HCP and the PGP mitigation are closely related.

Deliverable: Text, as needed, for incorporation into the Ordinance.

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5. PGP Application.

North Fork Associates will coordinate and confer with the U.S. Army Corps of Engineers and develop a County permit application, which will incorporate procedures in the County Aquatic Resources Program (CARP) Manual and the Standard Operating Procedures.

Deliverable: PGP Application to the Corps.

6. Master 1602 Agreement and 401 Programmatic Permits.

North Fork Associates will coordinate with the California Department of Fish and Game (CDFG) to produce a Master 1602 Agreement. North Fork Associates will provide a draft version of the agreement, and CDFG will produce the final version. The consultant will also coordinate and prepare a similar master or programmatic permit application for the California Regional Water Quality Control Board.

Deliverable: 1602 and 401 Applications to CDFG and CRWQCB

7. Revised PGP Documents.

After regulatory agency review of the PGP documents, the consultant will confer and revise as directed by the County.

Deliverable: Revised PGP Documents.

8. Attend meetings.

A portion of the budget is designated for meetings, phone calls, and other communication with team members and others. Meetings will be held with County, state and federal agencies (including, but not limited to, USFWS, EPA, CDFG, SHPO) to determine how the PGP complies with state and federal Endangered Species Acts, 404(b)(1) guidelines, the California Fish and Game Code, and the National Historic Preservation Act.

9. Placer County Conservation Plan (PCCP) Review and Comment.

Review and comment on the HCP, primarily, but not limited to, Chapters 3 and 6. Provide local knowledge and experience where needed. Conduct phone meetings as requested.

Deliverable: PCCP review comments and rewriting of selected sections

Approximate Schedule and Budget. The following table indicates the projected schedule and estimated budget for the various tasks.

Task	Produce Due	Recommended 2009 Budget Amendment
Task 1	Update Western Placer County Mapping	\$17,500
Task 2	Administrative Draft : April 2009 Public Draft: September 2009	\$10,000
Task 3	March 2009	\$7,500
Task 4	April 2009	\$5,000
Task 5	April 2009	\$7,500
Task 6	April 2009	\$7,500
Task 7	September 2009	\$7,500
Task 8	Ongoing	\$7,500
Task 9	Ongoing	\$5,000
Total for 2009:		\$75,000

**FOURTH AMENDMENT TO PLANNING SERVICES AGREEMENT
PROFESSIONAL CONSULTANT SERVICES TO PROVIDE SERVICES RELATED TO THE PREPARATION
OF THE PLACER COUNTY CONSERVATION PLAN**

THIS FOURTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this _____ day of _____, 2009, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and NORTH FORK ASSOCIATES, hereinafter referred to as CONSULTANT.

WHEREAS, on April 5, 2004, COUNTY and CONSULTANT entered into a Contract whereby consulting services would be provided to the COUNTY; and

WHEREAS, the parties have agreed to additional services to be provided by Consultant under said contract and the compensation for those additional services.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and among the parties as follows:

1. That section 1(e) of the original Contract shall be amended to provide for the additional services and compensation as follows:

The CONSULTANT agrees to perform the additional professional services as set forth in Exhibit B attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these additional services shall not exceed \$75,000.00 as set out in Exhibit B.

2. The COUNTY agrees to pay to CONSULTANT \$331,150.00 as the sole compensation under the Contract and as amended by this Fourth Amendment.

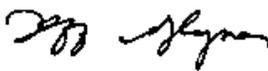
EXCEPT as specifically modified above, all of the remaining terms and conditions of the said Contract shall remain and continue in full force and effect.

COUNTY OF PLACER:

By: _____
Thomas M. Miller, County Executive Officer

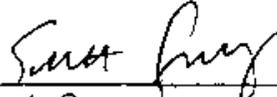
Date: _____

CONSULTANT:

By: 
North Fork Associates

Date: 1-15-09

APPROVED AS TO FORM:

By: 
County Counsel

Date: 4/20/09

APPROVED AS TO CONTENT:

By: _____
Michael Johnson, CDRA Director

Date: _____

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